

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

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Dav. Co. Chancery Court

STATE OF TENNESSEE,

Plaintiff,

v.

No. 04-727-IV

VINCENT GOULD, individually and doing
business as WE THE PEOPLE FORMS AND
SERVICE CENTER OF NASHVILLE;
SHANNON GOULD, individually and doing
business as WE THE PEOPLE FORMS AND
SERVICE CENTER OF NASHVILLE; WE
THE PEOPLE OF NASHVILLE, TN, INC.,
a Tennessee Corporation; KRISTIN MOTLEY,
individually and doing business as WE THE
PEOPLE FORMS AND SERVICE CENTER
OF KNOXVILLE; MOTLEY 4, LLC, a
Tennessee Limited Liability Company; WE
THE PEOPLE OF KNOXVILLE, TN, INC.,
a Tennessee Corporation; WE THE
PEOPLE FORMS AND SERVICE CENTERS
USA, INC., a California Corporation, and
WE THE PEOPLE USA, INC., a Delaware
Corporation,

Defendants.

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CLARENCE J. HARRIS
DAVIDSON CO. CHANCERY CT.
D.C. 2M

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AGREED FINAL JUDGMENT

Plaintiff, the State of Tennessee, by and through Paul G. Summers, the Attorney General ("Attorney General"), at the request of Mary Clement, the Director of the Division of Consumer Affairs of the Department of Commerce and Insurance ("Division"), and Defendants, We The People USA, Inc., a Delaware Corporation; We The People Forms and Service Centers USA, Inc., a

California Corporation; We The People of Nashville, TN, Inc., a Tennessee Corporation; and We The People of Knoxville, TN, Inc., a Tennessee Corporation (all collectively referred to as “Defendants”), as evidenced by their signatures, do consent to the entry of this Judgment and its provisions. This is an Agreed Final Judgment for which execution may issue. This Agreed Final Judgment resolves all matters alleged in the State’s Complaint, First Amendment to State’s Complaint and Second Amendment to State’s Complaint against Defendants We The People USA, Inc., a Delaware Corporation; We The People Forms and Service Centers USA, Inc., a California Corporation; We The People of Nashville, TN, Inc., a Tennessee Corporation; and We The People of Knoxville, TN, Inc., a California Corporation. Defendants hereby expressly waive any defects in connection with services of process issued on Defendants by the State.

The Defendants consent to this Agreed Final Judgment with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon them by this Agreed Final Judgment. Defendants consent to its entry without further notice, and stipulate that no offers, agreements or inducements of any nature whatsoever, apart from what is reflected in this Agreed Final Judgment, have been made to Defendants by the Plaintiff, State of Tennessee, its attorneys or any employee of the Office of the Tennessee Attorney General or the Division of Consumer Affairs of the Tennessee Department of Commerce and Insurance, to procure this Agreed Final Judgment.

Upon the entry of this Judgment, Defendants, all agents, employees, representatives, successors, and assigns of Defendants, all future franchisees who own or operate a location in Tennessee and their agents, employees, representatives, successors and assigns, and anyone in active concert with Defendants and future franchisees who own or operate a location in Tennessee (all

collectively referred to as “Defendants”), are permanently ENJOINED AND DECREED as set forth in this Agreed Final Judgment.

1. JURISDICTION

1.1 This Court has jurisdiction over the subject matter and over the Defendants for the purpose of entering and enforcing this Agreed Final Judgment. This Court retains jurisdiction as may be necessary or appropriate for the construction, modification or setting aside of this Agreed Final Judgment, including enforcing compliance with this Agreed Final Judgment and awarding penalties and appropriate relief if this Court determines that the Defendants have violated this Agreed Final Judgment. Defendants shall pay all reasonable court costs and attorneys’ fees if the State prevails on any petition to enforce any provision of this Agreed Final Judgment against Defendants.

2. VENUE

2.1 Pursuant to Tenn. Code Ann. §§ 23-3-103(c)(2) and 47-18-108(a)(3), venue as to all matters between the parties arising out of this Agreed Final Judgment is solely in the Chancery Court of Davidson County, Tennessee.

3. PARTIES

3.1 Defendants stipulate that they are the proper parties to this Agreed Final Judgment. Defendants further acknowledge that they understand that the State expressly relies upon this stipulation, and that if it is false, unfair, deceptive, misleading or inaccurate, the State has the right to move to vacate or set aside this Agreed Final Judgment, or request that Defendants be held in contempt, if the State so elects.

3.2 Defendant We The People USA, Inc. stipulates that is the true legal name of one of the entities entering into this Agreed Final Judgment. Defendant We The People USA, Inc. stipulates

that it is a wholly owned subsidiary of Dollar Financial Corporation. Defendant We The People USA, Inc. stipulates that it purchased substantially all of the assets of We The People Forms and Service Centers USA, Inc. in March 2005. Defendant We The People USA, Inc. further stipulates that Ira Distenfield and Linda Distenfield are no longer employed by or associated with Defendant We The People USA, Inc., and that Ira Distenfield and Linda Distenfield are no longer participating in the managing or operating the Tennessee franchises on behalf of We The People of Nashville, TN, Inc. and We The People of Knoxville, TN, Inc. Defendant We The People USA, Inc. acknowledges that the State expressly relies upon these stipulations and if these stipulations are false, inaccurate, deceptive, unfair or misleading, the State has the right to move to vacate or set aside this Agreed Final Judgment as to Defendant We The People USA, Inc. or request that Defendant We The People USA, Inc. be held in contempt, if the State so elects.

3.3 Defendant We The People Forms and Service Centers USA, Inc. stipulates that is the true legal name of one of the entities entering into this Agreed Final Judgment. Defendant We The People Forms and Service Centers USA, Inc. stipulates that substantially all of its assets were sold to Dollar Financial Corporation in March 2005, and that Defendant We The People Forms and Service Centers USA, Inc. is no longer operating as a functioning business. Defendant We The People Forms and Service Centers USA, Inc. further stipulates that Ira Distenfield and Linda Distenfield control another entity called IDLD, Inc., a California Corporation, which is not doing business in the State of Tennessee. Defendant We The People Forms and Service Centers USA, Inc. acknowledges that the State expressly relies upon these stipulations and if these stipulations are false, inaccurate, deceptive, unfair or misleading, the State has the right to move to vacate or set aside this Agreed Final Judgment as to Defendant We The People Forms and Service Centers USA, Inc. or

request that Defendant We The People Forms and Service Centers USA, Inc. be held in contempt, if the State so elects.

3.4 Defendant We The People of Nashville, TN, Inc. stipulates that is the true legal name of one of the entities entering into this Agreed Final Judgment. Defendant We The People of Nashville, TN, Inc. further stipulates that it is a Tennessee corporation owned and operated by an investor group which owns the Nashville franchise. Defendant We The People of Nashville, TN, Inc. acknowledges that the State expressly relies upon these stipulations and if these stipulations are false, inaccurate, deceptive, unfair or misleading, the State has the right to move to vacate or set aside this Agreed Final Judgment as to Defendant We The People of Nashville, TN, Inc. or request that Defendant We The People of Nashville, TN, Inc. be held in contempt, if the State so elects.

3.5 Defendant We The People of Knoxville, TN, Inc. stipulates that is the true legal name of one of the entities entering into this Agreed Final Judgment. Defendant We The People of Knoxville, TN, Inc. further stipulates that it is a California corporation owned and operated by an investor group which owns the Knoxville franchise. Defendant We The People of Knoxville, TN, Inc. acknowledges that the State expressly relies upon these stipulations and if these stipulations are false, inaccurate, deceptive, unfair or misleading, the State has the right to move to vacate or set aside this Agreed Final Judgment as to Defendant We The People of Knoxville, TN, Inc. or request that Defendant We The People of Knoxville, TN, Inc. be held in contempt, if the State so elects.

3.6 Plaintiff, State of Tennessee, in its sovereign capacity, in the public interest and in order to protect consumers, is charged with enforcing the laws on which this Agreed Final Judgment is based.

4. APPLICABILITY OF JUDGMENT TO DEFENDANTS AND THEIR SUCCESSORS

4.1 Defendants stipulate that the duties, responsibilities, burdens and obligations ordered by the Court in this Agreed Final Judgment shall apply to Defendants, to each of their officers, directors, managers, agents, representatives, employees, partners, subsidiaries, affiliates, parents, franchisees, related entities, joint venturers, persons or other entities it controls, manages, or operates, its successors and assigns, and to other persons or entities acting directly or indirectly on their behalf relating to all current and future stores or franchises that are located in whole or in part in Tennessee, that offer or provide products or services to Tennessee consumers, or that offer or provide Tennessee products or services.

5. DEFINITIONS

As used in this Agreed Final Judgment, the following words or terms shall have the following meanings:

- 5.1 “Advertising” or “advertisements” shall mean and include any and all commercial messages communicated with the intent or which may have a tendency to draw potential consumers’ attention to products or services offered by the Defendants.
- 5.2 “Agreed Final Judgment,” “Judgment” or “Order” shall refer to this document entitled Agreed Final Judgment Between the State and We The People USA, Inc., We the People Forms and Service Centers USA, Inc., We the People of Nashville, TN, Inc. and We the People of Knoxville, TN, Inc. in the matter of *State of Tennessee v. Vincent Gould, et al.*
- 5.3 “Consumer” shall mean and include any person, a natural person, individual, governmental agency or entity, partnership, corporation, limited liability company or corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized.
- 5.4 “Defendants” shall refer to the parties identified in Sections 3.1, 3.2, 3.3, 3.4, 3.5 and 4.1 of this Agreed Final Judgment.

- 5.5 “Franchise” or “Franchisee” shall mean and include any current or future franchise locations of Defendants that are either owned or operated by Defendants or franchisees; or any stores that are directly owned or operated by Defendants or who offer Defendants’ Tennessee products or services.
- 5.6 “Overviews” shall mean and include any and all informational materials drafted, commissioned or published by Defendants or offered by Defendants under the trade name “We The People” or some variation of that name relating to consumers’ legal rights or interests under Tennessee law, or consumers’ rights or interests under federal law specifically applicable to Tennessee residents, property or issues.
- 5.7 “Plaintiff,” “State of Tennessee,” “State” or “Attorney General” shall refer to the Tennessee Attorney General and the Office of the Tennessee Attorney General.
- 5.8 “Represent” shall mean to state or imply through claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages, or any other manner or means by which meaning might be conveyed. This definition applies to other forms of the word “represent,” including without limitation “representation,” “misrepresent,” and “misrepresentation.”
- 5.9 “Restitution” shall mean an amount paid to a consumer who purchased Defendants’ Tennessee products or services which may include full or partial refunds, reimbursement of out-of-pocket expenses and payment for other ascertainable losses.
- 5.10 “Soliciting” or “solicitations” shall mean and include any and all messages or communications which may have a tendency to promote or encourage the purchase of goods or services.
- 5.11 “Supervising Attorney” shall mean and include a licensed Tennessee attorney who, through a contractual agreement with the Defendants, agrees to be available to consumers to answer legal questions or provide legal services as part of the products and services offered by Defendants.
- 5.12 “Tennessee products or services” shall mean and include all products and services offered by the Defendants (or other entities or parties authorized to do so under a license, franchise or other arrangement) relating to consumers’ legal rights or interests under Tennessee law, or consumers’ rights or interests under federal law applicable to Tennessee residents, property or issues.
- 5.13 “Tombstone advertisement” shall mean and include any print advertisement or solicitation consisting of eight (8) square inches or less.

- 5.14 “Type,” “typing” and “typing service” shall mean and include word processing or data entry using computer software, such as transcribing, typing, or entering consumers’ information into template form software.
- 5.15 “Workbook” shall mean and include any form or document used by Defendants to gather information from a consumer for the purpose of typing that information into a form relating to that consumer’s legal rights or interests.

6. PROHIBITED CONDUCT REGARDING TENNESSEE PRODUCTS OR SERVICES

Upon the entry of this Judgment, Defendants, all agents, employees, representatives, successors, and assigns of Defendants, all future franchisees who own or operate a location in Tennessee and their agents, employees, representatives, successors and assigns, and anyone in active concert with Defendants and future franchisees who own or operate a location in Tennessee (all collectively referred to as “Defendants”), are permanently ENJOINED AND DECREED as follows:

6.1 Defendants are prohibited from filing typed forms or any other documents on behalf of consumers with any court or administrative proceeding.

6.2 Defendants are prohibited from handling or paying the filing fee of any of its consumers to any court or administrative proceeding.

6.3 Defendants are prohibited from engaging in the following acts or practices:

a. selecting or recommending any workbooks, overviews or forms for consumers relating to legal rights or interests;

b. selecting or recommending for consumers the appropriate county in which to file documents;

c. selecting or recommending for consumers the appropriate court or venue in which to file documents;

- d. engaging in the preparation of any forms or documents for consumers relating to legal rights or interests. This does not prevent individuals who do not have contact with consumers from typing into a blank form the information provided by consumers on an identical form;
- e. completing or assisting consumers in the filling out of forms to be typed, except when review of the document is necessary for legibility, spelling and punctuation errors;
- f. providing oral or written legal advice or guidance, including, without limitation, providing advice or explanations regarding laws, rules, regulations and practices affecting the legal rights of consumers under such laws, regulations and practices, or otherwise providing guidance to consumers about the logistics of proceeding with or without the advice or assistance of a lawyer;
- g. charging fees to consumers for products and services relating to consumers' legal rights or interests, directly or indirectly, for anything other than the sale of forms, sale of written overviews and other separately sold publications, sale of self-help materials and separately sold software, typing forms, and notarization;
- h. stating or suggesting to consumers that they do not need independent legal advice or legal representation; and
- i. stating or suggesting to consumers that they should represent themselves in their particular legal matters or situations.

6.4 Supervising Attorney.

- a. Defendants are prohibited from providing a Supervising Attorney, as defined in Section 5.11, who is available to answer legal questions for consumers of Defendants' Tennessee stores or franchises. Advertisements, solicitations, displays, representations, forms, overviews and

contracts for services shall not offer the option to consumers of speaking with a Supervising Attorney in Tennessee.

b. This section does not prohibit Defendants from referring consumers to licensed Tennessee attorneys or legal services programs.

c. This provision is satisfied if Defendants include a prominent, clear and conspicuous disclaimer in any advertisement, solicitation or display that the service is not available in Tennessee, as long as the disclaimer is accurate.

6.5 It is contemplated that the prohibitions contained in Sections 6.1, 6.2, 6.3, and 6.4 apply to Tennessee products and services.

7. RESTRICTIONS REGARDING TENNESSEE PRODUCTS OR SERVICES

Upon the entry of this Judgment, Defendants, all agents, employees, representatives, successors, and assigns of Defendants, all future franchisees who own or operate a location in Tennessee and their agents, employees, representatives, successors and assigns, and anyone in active concert with Defendants and future franchisees who own or operate a location in Tennessee (all collectively referred to as "Defendants"), are permanently ENJOINED AND DECREED as follows:

7.1 Workbook. At the time any workbook relating to consumers' legal rights or interests under Tennessee law, or consumers' rights or interests under federal law applicable to Tennessee residents, property or issues, is sold and given to a consumer to gather information:

- a. the form and corresponding workbook must be chosen by the consumer;
- b. the workbook shall only seek information from the consumer that is to be entered on the form;

c. the workbook shall clearly identify the form that the consumer selected and on which the information from the workbook will be entered;

d. a copy of the form that was selected by the consumer and may be typed by Defendants for the consumer is included at the time of sale;

e. each type of form and workbook must be offered, priced and sold separately to consumers. The selling of forms and workbooks shall not be bundled or combined with the selling of overviews, typing services or any other goods or services;

f. all forms and workbooks sold to consumers must relate to matters that are of an uncontested nature at the time the forms are sold. Defendants are prohibited from selling forms, workbooks and/or overviews regarding issues of a contested nature, including but not limited to responsive pleadings, divorce answers, civil lawsuits, and civil lawsuit answers;

g. all workbooks and copies of forms that are sold to consumers must be prepared and/or reviewed by a licensed Tennessee attorney in good standing with the Tennessee Board of Professional Responsibility;

h. all workbooks and copies of forms that are sold to consumers must be reviewed at least once a year by July 1st of each year by a licensed Tennessee attorney in good standing with the Tennessee Board of Professional Responsibility. Following review, the attorney shall submit a written report to Defendants detailing the annual review and any changes to be made. Defendants shall maintain these written reports in a secure location for a minimum period of six (6) years from the date of the report. The attorney who conducted the review shall certify that the annual review is completed within thirty (30) days of the date of review; and

i. the cover page of all form checklists or templates and copies of forms that are sold to consumers shall contain the following information:

- (i) the date of the most recent revision; and
- (ii) a prominent, clear and conspicuous disclaimer that incorporates the following statements:
 - (a) Defendants' services are not a substitute for the advice of an attorney;
 - (b) Defendants type forms based solely on information supplied by consumers;
 - (c) Defendants do not have attorneys on staff and cannot represent or give legal advice to consumers; and
 - (d) Defendants sell forms, general overviews, and typing services for consumers who choose to represent themselves.

Defendants are prohibited from stating or representing that the Attorney General or State of Tennessee approved or mandated this disclaimer language.

7.2 Overviews. Defendants shall not sell or provide information that addresses or discusses specific questions or situations representing to consumers how their legal rights or interests may be furthered or protected by the workbooks, forms, overviews or typing services offered by Defendants in Tennessee. At the time any overview is sold, the overview may only include information of a general nature relating to consumers' legal rights or interests under Tennessee law, or consumers' rights or interests under federal law applicable to Tennessee residents, property or issues and may not be responsive to any specific questions or situations of consumers. Provided, however, that nothing in this Agreed Final Judgment prohibits Defendants from providing information in the form of an overview, workbook, form or other publication in question and answer format.

a. Each type of overview must be offered, priced and sold separately to consumers. The selling of overviews relating to consumers' legal rights or interests under Tennessee law, or consumers' rights or interests under federal law applicable to Tennessee residents, property or issues shall not be bundled or combined with the selling of workbooks, forms, typing services or any other goods or services.

b. All overviews must be prepared and/or reviewed by a licensed Tennessee attorney in good standing with the Tennessee Board of Professional Responsibility before being provided to consumers.

c. All overviews must be reviewed at least once a year by July 1st of each year by a licensed Tennessee attorney in good standing with the Tennessee Board of Professional Responsibility. Following review, the attorney shall submit a written report to Defendants detailing the annual review and any changes to be made. Defendants shall maintain these written reports in a secure location for a minimum period of six (6) years from the date of the report. The attorney who conducted the review shall certify that the annual review is completed within thirty (30) days of the date of review.

- d. The cover page of each overview shall contain the following information:
- (i) the date of the most recent revision; and
 - (ii) a prominent, clear and conspicuous disclaimer that incorporates the following statements:
 - (a) Defendants' services are not a substitute for the advice of an attorney;
 - (b) Defendants type forms based solely on information supplied by consumers;

- (c) Defendants do not have attorneys on staff and cannot represent or give legal advice to consumers; and
- (d) Defendants sell forms, general overviews, and typing services for consumers who choose to represent themselves in legal matters which consumers believe will be uncontested.

Defendants are prohibited from stating or representing that the Attorney General or State of Tennessee approved or mandated this disclaimer language.

e. Upon request, Defendants must disclose in writing to consumers the identity of the attorney(s) who prepared, reviewed and/or revised the workbooks, forms, and overviews relating to consumers' legal rights or interests under Tennessee law, or consumers' rights or interests under federal law applicable to Tennessee residents, property or issues.

7.3 Typing Services.

a. Typing services shall only be offered, priced and sold in Tennessee as an optional, separate service. The selling of typing services shall not be bundled or combined with the selling of workbooks, forms, overviews or any other goods or services.

b. In providing optional, separate typing services, Defendants shall not allow owners, agents, contractors and employees associated with stores or franchises in Tennessee who have contact with consumers to type or supervise the typing of documents for the consumers who purchased typing services in Tennessee.

c. The typed information shall be an identical transcription of the information written by the consumer other than clerical corrections in spelling and punctuation, which shall be identified to the consumer. Unintentional typographical or transcription errors shall not be deemed a violation of this Agreed Final Judgment.

d. For every consumer that purchases typing services, a copy of that consumer's completed handwritten workbook must be provided (noting any clerical corrections in spelling and punctuation if made at the time of purchase) at no cost to the consumer before leaving the workbook at the franchise location for typing services.

e. Every consumer that separately decides to purchase typing services from Defendants in Tennessee must receive a prominent, clear and conspicuous disclosure before leaving Defendants' office or business location that day. This prominent, clear and conspicuous disclosure shall include the following information:

- (i) the cost of the typing service;
- (ii) that the consumer is representing himself/herself;
- (iii) that Defendants are only typing documents based solely on information received from consumers;
- (iv) that the fee is solely for typing services; and
- (v) that any filing fees shall be an additional cost required by the courts.

This disclosure may be included in a contract for services signed by consumers who purchase typing services from Defendants in Tennessee.

f. Consumers who purchase typing services from Defendants in Tennessee shall be given the opportunity to read over the typed form and compare it to the handwritten workbook that was turned in to the office for typing services. Defendants shall retain certifications that the documents were reviewed for accuracy in such consumers' individual files retained alphabetically by year.

g. If a consumer purchases typing services from Defendants in Tennessee, Defendants shall retain copies of such consumers' individual files retained alphabetically by year, for a minimum of six (6) years. Such consumer files shall include a copy of the purchase order, the handwritten workbook submitted by the consumer, the typed form, and certification that the typed document was reviewed for accuracy by the consumer.

7.4 Notarization. Owners, franchisees, agents, contractors and employees of Defendants who are certified as notaries public in good standing in Tennessee may not charge more than the statutory limits for their notary services under Tenn. Code Ann. § 8-21-1201 and shall otherwise conform with Tennessee laws regarding notaries public.

7.5 Store and Franchise Location Disclaimer. Defendants shall display disclaimer language in a prominent, clear and conspicuous manner on the outside of all doors to its business open to the public at each and every store and franchise location in the State of Tennessee that includes the following statements:

- a. Defendants' services are not a substitute for the advice of an attorney;
- b. Defendants type forms based solely on information supplied by consumers;
- c. Defendants do not have attorneys on staff and cannot represent or give legal advice to consumers; and
- d. Defendants sell forms, general overviews, and typing services for consumers who choose to represent themselves in legal matters which consumers believe will be uncontested.

Defendants are prohibited from stating or representing that the Attorney General or State of Tennessee approved or mandated this disclaimer language.

7.6 It is contemplated that the restrictions contained in Sections 7.1, 7.2, 7.3, 7.4 and 7.5 apply to Tennessee products and services.

**8. PROHIBITED CONDUCT REGARDING ADVERTISEMENTS, SOLICITATIONS,
REPRESENTATIONS AND DISPLAYS**

Upon the entry of this Judgment, Defendants, all agents, employees, representatives, successors, and assigns of Defendants, all future franchisees who own or operate a location in Tennessee and their agents, employees, representatives, successors and assigns, and anyone in active concert with Defendants and future franchisees who own or operate a location in Tennessee (all collectively referred to as “Defendants”), are permanently ENJOINED AND DECREED as follows:

8.1 Defendants are prohibited from holding themselves out to the public in Tennessee as “legal assistants,” “legal document assistants,” “legal document preparers,” “paralegals” or any other terms or phrases of similar import. Defendants are prohibited from offering or providing “legal services,” “legal document preparation services” or any other terms or phrases of similar import;

8.2 Defendants are prohibited from advertising and soliciting under headings or in sections such as “attorneys,” “paralegals,” “legal services,” “legal aid,” “legal research,” “legal services plan,” “bankruptcy,” “estate planning,” “divorce,” “divorce counseling” or any other terms or phrases of similar import;

8.3 Defendants are prohibited from using terms or phrases in its advertisements, solicitations, representations, and displays, regardless of the medium, that, when used in connection with the promotion of Defendants’ products and services, state or imply, when considered as a whole:

- (a) that Defendants provide the same level or quality of services as an attorney, but for less money;
- (b) promote Defendants’ services while comparing and/or disparaging attorney fees as overly expensive; and
- (c) any other terms or phrases of similar import.

Statements or phrases of similar import including and/or essentially conveying the same message as the following are prohibited: “low cost legal document services,” “No lawyers! Save money,” “Avoid costly attorney fees,” “Why pay more when you don’t have to,” “Low Cost, Fast, Accurate Legal Document Preparation Services Without The Cost of an Attorney,” “Not every legal matter requires an attorney and We The People gives you an affordable choice for the preparation of your legal documents,” “I couldn’t afford to pay a huge legal bill,” “As it turns out I didn’t need a lawyer. All I needed was a little help,” “But I couldn’t afford a lawyer,” “Who can afford a lawyer when you need a bankruptcy?”, “And who can afford a lawyer in a divorce?”, “Divorce. Lawyer’s fees: \$X vs We The People: \$X. You’ve both agreed not to take each other to the cleaners. So why let your lawyer?”, “Many uncontested legal matters such as bankruptcies, wills, incorporations - even divorces - can be resolved without a lawyer and without expensive legal fees,” “Living Trust. Lawyer’s fees: \$X vs We The People: \$X. Sure, you can hire a lawyer to prepare your living trust. You’ll just have about \$X less to put in it,” “Incorporation. Lawyer’s fees: \$X vs We The People: \$X. Now that you’re in business, it’s time to start paying closer attention to the bottom line,” “It seems many lawyers have confused the Bill of Rights with the right to bill,” and “It’s your right to represent yourself, so why pay expensive lawyer’s fees when you don’t have to?”

8.4 Defendants are prohibited from publishing and/or disseminating advertisements, solicitations, representations, and displays, regardless of the medium, that make statements or imply that Defendants provide any business, service or assistance with regard to legal matters or proceedings beyond the sale of forms, sale of written overviews and other separately sold publications, sale of self-help materials and separately sold software, typing forms, and notarization.

8.5 Defendants are prohibited from using any variation of the word “prepare” in its advertisements, solicitations, representations, and displays.

8.6 Defendants are prohibited from publishing and/or disseminating advertisements, solicitations, representations, and displays using variations of the words “assist,” “help,” or words or phrases of similar import without appropriate limiting language tying these words to appropriate transcription or typing services, including but not limited to the following statements: “I just needed some help with my paperwork,” “All I needed was a little help,” and “We The People has helped hundreds of thousands nationwide reach their goals.”

8.7 Defendants are prohibited from publishing and/or disseminating advertisements, solicitations, representations and displays, regardless of the medium, that include testimonials of Defendants’ consumers (or persons portraying Defendants’ consumers) unless the advertisements, solicitations, representations, and displays:

a. either prominently, clearly and conspicuously discloses what the generally expected performance would be in the depicted circumstances or prominently, clearly and conspicuously discloses the limited applicability of the experience of the person giving the testimonial to what consumers may generally expect to achieve; and

b. the advertisements, solicitations, representations, and displays that are presenting endorsements by what are represented, directly or by implication, to be “actual consumers” utilizes actual consumers, in both the audio and video, or prominently, clearly and conspicuously discloses that the persons in such advertisements, solicitations, representations, and displays are not actual consumers of the products and/or services.

8.8 Defendants are prohibited from disseminating advertisements, solicitations, representations, and displays, regardless of the medium, that state or imply that Defendants provide products, services or assistance with regard to legal matters or proceedings above and beyond selling workbooks and forms, selling general overviews or self-help materials, and typing forms, including but not limited to, statements or images implying that Defendants may give consumers assistance in filling out and completing workbooks such as showing one of the Defendants sitting at a table with a consumer, appearing to discuss and review documents, or other representations of similar import.

8.9 Defendants are prohibited from disseminating advertisements and solicitations, regardless of the medium, that state or imply that Defendants offer to Tennessee consumers a Supervising Attorney.

9. RESTRICTIONS REGARDING ADVERTISEMENTS, SOLICITATIONS, REPRESENTATIONS AND DISPLAYS

Upon the entry of this Judgment, Defendants, all agents, employees, representatives, successors, and assigns of Defendants, all future franchisees who own or operate a location in Tennessee and their agents, employees, representatives, successors and assigns, and anyone in active concert with Defendants and future franchisees who own or operate a location in Tennessee (all collectively referred to as “Defendants”), are permanently ENJOINED AND DECREED as follows:

9.1 All of the Defendants’ advertisements, displays and solicitations, regardless of the medium, except for those described below in 9.3, shall incorporate the following disclaimer statements which shall be prominently, clearly and conspicuously displayed or otherwise published:

- a. Defendants’ services are not a substitute for the advice of an attorney;
- b. Defendants type forms based solely on information supplied by consumers;
- c. Defendants do not have attorneys on staff and cannot represent or give legal advice to consumers; and

- d. Defendants sell forms, general overviews, and typing services for consumers who choose to represent themselves in legal matters which consumers believe will be uncontested.

Defendants are prohibited from stating or representing that the Attorney General or State of Tennessee approved or mandated this disclaimer language.

9.2 Websites.

- a. All websites that describe or explain stores or franchises located in the State of Tennessee or offer services in Tennessee or to Tennessee consumers shall prominently, clearly and conspicuously include the disclaimer language in 9.1;

- b. The website hosted by the franchisor Defendant, currently located at www.wethepeopleusa.com, shall prominently, clearly and conspicuously include the disclaimer language in 9.1 on any and all pages that describe or explain Tennessee store or franchise locations, or that offer Tennessee products and/or services; and

- c. The website hosted by the national franchisor Defendant, currently located at www.wethepeopleusa.com, shall prominently, clearly and conspicuously include the disclaimer language in 9.1 which may be accessed on a separate, readily-identifiable link for disclaimers that is available to be selected at the bottom of each page of the website.

9.3 All radio advertisements one minute or shorter in length and newspaper tombstone advertisements shall include a disclaimer which shall be prominently, clearly and conspicuously displayed or read aloud that Defendants:

- a. cannot provide legal advice; and
- b. services are not a substitute for an attorney.

9.4 Scope of Advertising and Solicitations

a. Other than the exceptions listed in Sections 9.2 and 9.3 and paragraph 9.4(b) below, the conduct prohibited in Section 8 and the restrictions imposed in Section 9 shall apply to: (1) any advertisement or solicitation, wherever or however published or disseminated, promoting or specifically mentioning stores or franchises located in the State of Tennessee that are owned, operated or franchised by Defendants; (2) any advertisement or solicitation published or disseminated on any media outlet located in Tennessee, including Tennessee newspapers, magazines and local television and radio stations; (3) any advertisements or solicitations published or disseminated at or from any stores or franchises located in the State of Tennessee that are owned, operated or franchised by Defendants; and (4) any advertisement or solicitation which may draw potential consumers' attention to Tennessee products or services;

b. For any advertisements or solicitations that are broadcast on a national cable or network television station or are published or disseminated in a newspaper of national circulation, at a minimum, the following information shall be prominently, clearly and conspicuously disclaimed:

- (i) that not all services are available in every state;
- (ii) that Defendants type forms based solely on information supplied by consumers; and
- (iii) that Defendants' products and services are not the substitute for the advice of an attorney.

10. AFFIRMATIVE RELIEF

Upon the entry of this Judgment, Defendants, all agents, employees, representatives, successors, and assigns of Defendants, all future franchisees who own or operate a location in Tennessee and their agents, employees, representatives, successors and assigns, and anyone in active

concert with Defendants and future franchisees who own or operate a location in Tennessee (all collectively referred to as “Defendants”), are permanently DIRECTED as follows:

10.1 Test Shopping:

a. Defendants shall be required to conduct anonymous test shopping of each and every Tennessee store and franchise location within thirty (30) days, and again within sixty (60) days of the date of the entry of this Judgment, and thereafter once every ninety (90) days for the first three (3) years from the date of the first two test shops. Within fifteen (15) days of the first two test shops, a detailed report shall be sent to the Office of the Attorney General, Consumer Advocate & Protection Division, Attn: Deputy Attorney General, P.O. Box 20207, Nashville, Tennessee 37202-0207. Reports of all test shopping shall be kept by Defendants in a secure location and shall be made available to the Attorney General within ten (10) business days of a written request.

b. Defendants shall allow individuals selected by the Attorney General to conduct random undercover test shopping without notifying the location or Defendants in advance or identifying the test shopper as an employee, representative or agent of the Attorney General. Defendants agree to be responsible for refunding the costs of the products and/or services purchased while conducting these test shops within thirty (30) days of any refund request.

10.2 Copies of Agreed Final Judgment Available to the Public. Defendants shall be required to display in a prominent, clear and conspicuous location at each Tennessee store or franchise a copy of this Agreed Final Judgment and Defendants shall provide a copy of this Agreed Final Judgment free of charge to requesting consumers. No cover letter or other statement by Defendants regarding this Agreed Final Judgment shall be displayed with or attached to these copies of the Agreed Final Judgment that are available to the public.

10.3 Franchise Offering Circular. For a period of five (5) years, Defendants shall provide to the Attorney General a copy of the most current Franchise Offering Circular on or before July 1 of each year.

10.4 Disclosure and Application to Prospective Franchisees. Defendant We The People USA, Inc. shall give a copy of this Agreed Final Judgment to prospective franchisees before any franchise agreement is executed for a Tennessee franchise. Franchisees who wish to sell their franchise located in the State of Tennessee to a new franchisee shall also give a copy of this Agreed Final Judgment to prospective buyers before any contract for sale is executed. A certification that the prospective franchisee(s) has received a copy of the Agreed Final Judgment and agreed to be bound by the terms of the Agreed Final Judgment shall be appended or incorporated by reference to all Franchise Agreements executed relating to Tennessee franchises. Defendant We The People USA, Inc. shall provide certification that it has complied with the requirements in Section 10.4 to the Attorney General within thirty (30) days of execution of the required certification.

10.5 Store and Franchise Locations. In conjunction with 10.4 above, Defendant We The People USA, Inc. shall provide to the Attorney General, the anticipated date of the store or franchise opening, the address, telephone number and name of the manager of the location. Notification to the Attorney General should be provided at least thirty (30) days prior to the opening of the store or franchise to the public in Tennessee or to serve Tennessee consumers.

10.6 Change of Address or Telephone Number. If an existing store or franchise moves or changes its telephone number, notification shall be given to the Attorney General of the new address and/or telephone number fifteen (15) days prior to the change.

10.7 Change of Store or Franchise Ownership. If ownership of any current or future Tennessee store or franchise location changes, the former owners or franchisees, new owners or franchisees, and Defendants are required to produce to the Attorney General a copy of the contract for sale or other applicable agreement within thirty (30) days of execution of the franchise agreement.

10.8 Disclosure and Training for Franchisees and their Employees and Contractors. Within ten (10) days of the entry and approval of this Agreed Final Judgment, Defendants shall provide all employees of the Tennessee franchisees and their employees and contractors with copies of this Agreed Final Judgment, the Unauthorized Practice and Improper Conduct statute, Tenn. Code Ann. § 23-3-101 *et seq.*, and the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101 *et seq.* Defendants shall require new franchisees to provide copies of this Agreed Final Judgment, the Unauthorized Practice and Improper Conduct statute, Tenn. Code Ann. § 23-3-101 *et seq.*, and the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101 *et seq.* to their employees within ten (10) days of the opening date of the franchise or starting date of any new employee.

10.9 Restitution. Defendants shall pay Ninety Thousand Dollars (\$90,000.00) for restitution and associated administration expenses. Defendants shall provide a check in the amount of Ninety Thousand Dollars (\$90,000.00) payable to "State of Tennessee - Attorney General" prior to the parties' submission of this Agreed Final Judgment to the Court. The Attorney General shall, in his discretion, direct and oversee the disbursement of the Ninety Thousand Dollars (\$90,000.00) for restitution and associated administrative expenses.

The Defendants are hereby ordered to provide a comprehensive list detailing the names, last known addresses, last known telephone numbers, Tennessee product or service purchased, amount paid, and date of purchase for each consumer from the opening of the Nashville franchise and

Knoxville franchise until the date of entry of this Agreed Final Judgment by the Court. The Attorney General shall use the information provided from the Defendants regarding consumers for restitution purposes only. The consumer information provided by Defendants to the Attorney General shall be considered confidential records and shall not be open for public inspection to the extent permitted by law.

Using the confidential consumer information provided by the Defendants and other available information, the Attorney General shall cause a notice to be mailed to all consumers who have purchased Tennessee products or services. The notice shall state that the Defendants and the State of Tennessee have entered into an Agreed Final Judgment and that restitution may be available to consumers. The Attorney General will control the content and distribution of the notice and the accompanying claim form to be completed and returned. Consumers who timely complete and return the accompanying claim form may become eligible for restitution. Claims forms that are postmarked or received at the following address no later than Ninety (90) days after the entry of this Agreed Final Judgment by this Court will be considered timely:

Tennessee Attorney General's Office
Attn: We The People Settlement
Consumer Advocate & Protection Division
P.O. Box 20207
Nashville, Tennessee 37202-0207

After receiving all of the claims, the Attorney General shall calculate the total amount of potential restitution, as determined by the total amount of money claimed by eligible consumers who submitted a timely claim. The Attorney General will determine whether a consumer is eligible and whether the claim form or complaint was timely. The Attorney General shall, using his discretion, distribute restitution payments to eligible consumers and may make distributions to consumers on a

pro rata basis. If sufficient funds are available to pay all restitution claims and to pay all associated administrative expenses, the Attorney General will exercise his discretion to determine the process for disbursing any remaining funds to the State of Tennessee's General Fund as a supplemental payment to the State. If the total amount of eligible restitution and associated administration expenses exceeds Ninety Thousand Dollars (\$90,000.00), the Attorney General may exercise his discretion to determine how to disburse funds to eligible consumers on a pro rata basis.

Defendants shall make available to the Attorney General, at no cost and upon reasonable notice, all documents, persons and other information reasonably necessary to make a determination regarding the consumers' claims for restitution.

If any payment to a consumer is returned as undeliverable and the Attorney General is unable to locate the consumer or a consumer's check is not cashed within six months, any funds payable under Section 10.9 due to such consumer pursuant to this Agreed Final Judgment, shall be delivered to the Treasurer of the State of Tennessee for treatment as unclaimed property as mandated by the Tennessee Uniform Disposition of Unclaimed Property Act, Tenn. Code Ann. § 66-29-101 *et seq.*

10.10 Payment of Attorneys' Fees and Costs to the State. Defendants shall pay the sum of Thirty Thousand Dollars (\$30,000.00) to the State of Tennessee for attorneys' fees and costs of investigation, prosecution and monitoring for compliance of this matter, which may be used for consumer protection purposes at the sole discretion of the Attorney General. Defendants shall make payment by providing a check made payable to "State of Tennessee - Attorney General" prior to filing this Agreed Final Judgment.

10.11 Payment to the State. Defendants shall pay the sum of Forty Thousand Dollars (\$40,000.00) to the State of Tennessee's General Fund as a monetary payment for the Attorney

General's claims set forth in the State of Tennessee's Complaint, First Amendment to Complaint and Second Amendment to Complaint. Defendants shall make payment by providing a check made payable to "State of Tennessee" prior to filing this Agreed Final Judgment.

10.12 Consumer Complaints and Refunds. Upon the approval and entry of this Agreed Final Judgment by the Court, Defendants shall implement an internal policy for all Tennessee stores and franchises designed to promptly, reasonably and in good faith process consumer complaints and consumer requests for refunds, including but not limited to requests for a full refund based on a consumer's complaint that the documents typed by the Defendants were not accepted by a court.

For the first two years after the approval and entry of this Agreed Final Judgment, the Defendants shall submit to the Office of the Tennessee Attorney General quarterly reports summarizing and categorizing the results of this refund policy. Section 10.12 shall only apply to purchases of Tennessee products or services made after the date of entry of this Agreed Final Judgment by the Court.

11. GENERAL PROVISIONS

11.1 Monitoring and Compliance. Upon request, Defendants shall provide books, records and documents to the State at any time, and further, to informally or formally under oath, provide testimony and other information to the State relating to compliance with this Agreed Final Judgment. Defendants shall make any requested information available within ten (10) business days of the request, at the Office of the Tennessee Attorney General, Consumer Advocate & Protection Division, 425 Fifth Avenue North, Nashville, Tennessee 37243. Section 11.1 shall not, in any respect, limit the State's right to obtain documents, information, or testimony pursuant to any federal or state statute or regulation.

11.2 Effects of and Limitations of Use of Agreed Final Judgment.

a. Private Right of Action. Nothing in this Agreed Final Judgment shall be construed to create or affect any private right of action that a consumer/person may hold against Defendants except that Defendants may assert any refund provided under Section 10.12 above or otherwise as a set-off to any such claim.

b. Non-Admissions. Defendants state that they are entering into this Agreed Final Judgment to avoid the costs, delays and uncertainties of litigation, and no term or provision of this Agreed Final Judgment is intended nor shall be deemed an admission by any of the Defendants in any pending or future legal proceeding, including any proceeding brought by any person or entity under the Tennessee Unauthorized Practice and Improper Conduct Act, the Tennessee Consumer Protection Act or other law.

c. Waiver of Defenses. No term or provision of this Agreed Final Judgment shall be deemed a waiver of any defense that the Defendants may have to future actions alleging non-compliance under the terms of this Agreed Final Judgment or with respect to any pending or future legal proceeding, including any proceeding brought by any person or entity under the Tennessee Unauthorized Practice and Improper Conduct Act, the Tennessee Consumer Protection Act or other law.

11.3 Procedure for Failure to Comply.

a. Notice and Cure. If the Attorney General determines that Defendants have failed to comply with any of the terms of this Agreed Final Judgment, and if, in the Attorney General's sole discretion, the failure to comply does not imminently threaten a consumer's legal rights, the Attorney General will, prior to instituting any legal proceedings, first notify the Defendants

in writing of such failure to comply and Defendants shall then have ten (10) business days from receipt of such written notice to provide a good faith written response to the Attorney General's determination. The response shall include an affidavit containing, at a minimum:

- (i) a statement that Defendant is in full compliance with the Order; or
- (ii) a detailed explanation of how the alleged violation(s) occurred and a statement that the alleged breach has been cured and how.

Nothing herein shall prevent the Attorney General from agreeing in writing to provide the Defendants with additional time beyond the ten (10) business day period to respond to the notice.

b. Preservation of Existing Procedural Avenues. Nothing in this Agreed Final Judgment shall be deemed a waiver of any right to jury trial regarding any penalties sought for an alleged violation of any of its terms which may exist. The determination and/or resolution of this issue is expressly reserved for future determination on a case by case basis, either upon agreement of the parties or, failing agreement, a determination by the court.

11.4 Further Stipulations and Directions.

a. Defendants stipulate that this Agreed Final Judgment is the result of good faith negotiations. Defendants further stipulate that the terms of this Agreed Final Judgment are fair and reasonable. The parties stipulate that they will implement the terms of this Agreed Final Judgment in good faith.

b. Defendants will not participate directly or indirectly in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Agreed Final Judgment or for any other purpose which would otherwise circumvent any part of this Agreed Final Judgment.

c. Neither Defendants nor anyone acting on their behalf shall state or imply or cause to be stated or implied that the Attorney General, the Division of Consumer Affairs, the Department of Commerce and Insurance or any governmental or quasi-governmental unit of the State of Tennessee approved, sanctioned, or authorized any practice, act, advertisement, disclosure, solicitation or conduct of the Defendants.

d. Acceptance of this Agreed Final Judgment by the State shall not be deemed approval by the State of any of Defendants' advertising or other business practices.

e. Only the parties who have executed this Agreed Final Judgment have standing to seek to enforce this Agreed Final Judgment.

f. The titles and headers to each section of this Agreed Final Judgment are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of the Agreed Final Judgment.

g. This Agreed Final Judgment constitutes the complete agreement of the parties with regard to the resolution of the matters set forth in the State's Complaint, First Amendment to State's Complaint and Second Amendment to State's Complaint.

h. Nothing in this Agreed Final Judgment shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State of Tennessee. In addition, this Agreed Final Judgment shall not bar the State or other governmental entity from enforcing laws, regulations or rules against Defendants.

i. Nothing in this Agreed Final Judgment constitutes an agreement by the State of Tennessee concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

j. No waiver, modification, or amendment of the terms of this Agreed Final Judgment shall be valid or binding unless approved by this Honorable Court and then only to the extent set forth in such waiver, modification or amendment.

k. Any failure by any party to this Agreed Final Judgment to insist upon the strict performance by any other party of any of the provisions of this Agreed Final Judgment shall not be deemed a waiver of any of the provisions of this Agreed Final Judgment, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreed Final Judgment and the imposition of any penalties, including but not limited to contempt, civil penalties and/or the payment of attorneys fees to the State.

l. If any clause, provision or section of this Agreed Final Judgment shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Agreed Final Judgment and this Agreed Final Judgment shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not be contained herein.

m. Defendants waive any and all challenges in law or equity to the entry of this Agreed Final Judgment by the Court. Further, Defendants waive any right to appeal, petition for *certiorari*, move to reargue or rehear or to otherwise be heard in connection with any judicial proceedings under this Agreed Final Judgment. Any party may, upon filing a motion with this Court and notice to the parties, seek modification or clarification for good cause shown of the terms of this Agreed Final Judgment upon a showing of changed circumstances and/or law.

n. This Agreed Final Judgment sets forth the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or

written, between the parties relating to the subject matter of this Agreed Final Judgment which are not fully expressed herein or attached hereto.

o. Nothing in this Agreed Final Judgment shall be construed to waive any claims of sovereign immunity the State may have in any action or proceeding.

p. Nothing in this Agreed Final Judgment shall be construed as relieving Defendants of the obligation to comply with all state and federal laws, regulations and rules.

11.5 Filing. Upon the execution of this Agreed Final Judgment, the Attorney General shall lodge this Agreed Final Judgment with the Chancery Court of Davidson County for the Court's approval. Upon approval and entry of the Agreed Final Judgment by the Court, Defendants hereby waive any and all rights which they may have to be heard in connection with judicial proceedings upon the State's Complaint, First Amendment to Complaint, and Second Amendment to Complaint. Defendants shall pay all costs of filing such Complaints and Agreed Final Judgment. Defendants hereby consent to the entry of this Agreed Final Judgment without further notice.

11.6 Notification to State. Any notices required by this Agreed Final Judgment shall be sent Certified Mail - Return Receipt Requested, by United States Mail or by any other nationally recognized courier service that provides tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

For the State:

Deputy Attorney General
Office of the Tennessee Attorney General
Consumer Advocate and Protection Division
P.O. Box 20207
Nashville, Tennessee 37202-0207
(615) 741-1671

For We The People USA, Inc.:

Jason E. Searns, Esq.
General Counsel, We The People USA, Inc.
Benson and Case, LLP
1660 South Albion Street, Suite 1100
Denver, Colorado 80222-4047
(303) 757-8300

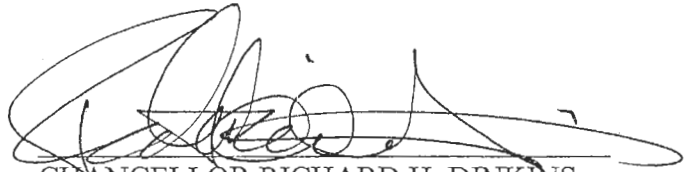
For We The People of Nashville, TN, Inc. and
We The People of Knoxville, TN, Inc.:

Richard (Randy) Sidwell
240 Brunswick Mill Road
Reno, NV 89511

Additionally, the Defendants will provide the State with any changes to this address at least ten (10) days prior to any change of address becoming effective.

11.7 Court Costs. All costs associated with the filing and distribution of this Agreed Final Judgment and any other incidental costs or expenses incurred thereby shall be borne by Defendants. No costs shall be taxed against the State as provided by Tenn. Code Ann. § 47-18-116. Further, no discretionary costs are awarded against any of the parties under Rule 54.04(2) of the Tennessee Rules of Civil Procedure.

11.8 The Court's approval of this Agreed Final Judgment does not encroach upon any authority reserved to the State or to the Tennessee Supreme Court with respect to the unauthorized practice of law. (Rb)
IT IS SO ORDERED, ADJUDGED AND DECREED, this the 9th day of February, 2006.



CHANCELLOR RICHARD H. DINKINS

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE STATE OF TENNESSEE

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